

2014 - 2017

COLLECTIVE BARGAINING AGREEMENT

between

THE VAN DYKE BOARD OF EDUCATION

and the

VAN DYKE ADMINISTRATIVE COUNCIL

**VAN DYKE PUBLIC SCHOOLS
Warren, Michigan**

BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

- A. Both parties to this Agreement recognize that because of limitations which apply, and for sound business practices in the operation of the schools, the Board has the responsibility of limiting expenditures to reasonable anticipated revenues.
- B. The Board and the Administrative Council agree that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees in respect to the execution of their professional duties and responsibilities.
 2. To hire all employees, and subject to the provisions of the law and this Agreement to determine their qualifications and the conditions of their continued employment or their dismissal or demotion and to promote and transfer all such employees.
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. To determine the appropriate means and methods of instruction, the adoption of textbooks, the determination of funds available, and procedures for the selection and purchasing of materials, supplies and equipment.
 5. To determine class schedules, non-teaching activities, hours of instruction, and duties, responsibilities, and assignments of administrators with respect thereto, and the terms and conditions of employment, as modified by this Agreement.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment of discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution of the United States.
- D. The Board reserves to itself the prerogative of creating new administrative positions and such prerogative shall include establishing qualifications, rates of pay, wages, hours of employment or other conditions of employment for any new positions which would be within the Council. The Superintendent will inform the Council of any new position within the Council at least one month prior to the Board taking action creating the new position. It is understood that the Council may make recommendations to the Superintendent regarding this new position.

1. It is recognized the Board will have the right to change the duties of Council members during the life of this Agreement.
 2. If the change involves a substantial increase in administrative duties, or involves assuming promotional duties, salary adjustments will be considered.
- E. The Board will be responsible for the **preparation** of this Agreement for distribution by the council to each of its members.

DEFINITION OF ADMINISTRATIVE BARGAINING UNIT, RIGHTS AND RESPONSIBILITIES:

For the purposes of this Agreement, administrators shall include all building level supervisory personnel carrying out the policies of the district, including principals and assistant principals.

Experience as an administrator shall only accrue in a person's present assignment and his/her previous administrative assignment with the Van Dyke Schools provided that administrators will continue to accrue seniority as teachers while they are serving in their respective administrative capacity as long as the administrator's name is on the teacher's seniority list.

Administrators shall receive individual contracts of employment which shall specify a term of employment of not less than one (1) year, which the Board in its discretion may choose not to renew for a subsequent term upon proper notice prior to the termination date of the individual contract of employment as prescribed by law.

All administrators' individual contracts of employment shall be made expressly subject to all the terms of this Agreement, and in the event that the terms of such individual contracts of employment shall conflict with the terms and provisions of this Agreement, this Agreement shall supersede the provisions of the individual contract of employment and be controlling in all matters.

Such individual contracts of employment shall expressly deny the granting of tenure in the administrative capacity.

Furthermore, no provision of this Agreement shall be construed to grant tenure in an administrative capacity, and it is hereby expressly provided that no administrator, who has not previously been awarded tenure, shall acquire or be granted tenure in his/her administrative capacity.

Administrators shall be responsible for evaluating their building employees on an annual basis to be completed no later than the teacher's last instructional day of each school year. Evaluations will be submitted to the Personnel Office no later than the administrator's last day of the school year. Probationary **teacher's** final evaluation should be turned in to the Personnel Office no later than **the established deadline within the current legislation of each probationary year.**

AGREEMENT

1. **The School District will provide all bargaining unit members health insurance benefits at the amounts and levels as indicated in the annual Summary of Benefits and Coverage (SBC) provided to the members of the unit for each benefit contract year.**

The School District will pay all medical plan costs up to, but not greater than, the full allowable employer's share under section 3 or 4 (as selected by the School District) of the publicly funded health insurance contribution act, MCL 15.564. All medical benefit plan costs over the allowable employer's share must be paid by the individual bargaining unit member.

2. **The School District will provide all bargaining unit members dental and optical insurance at the amounts and levels as indicated in the Benefits-At-A- Glance (BAAG), and pay 80% of the premium.**
3. **Term Life Insurance to the amount of \$75,000 including a \$75,000 ADB policy is provided.**
4. **Full cost of \$250,000/\$1,000,000 liability insurance is provided.**
5. **Full participation in the system-wide sick bank is available for certified employees.**
6. **Long-term disability insurance will be provided to any members who have less than ten- (10) year's credit in the State Retirement System (MPSERS).**
7. **Sick Leave Days and Personal Business Days:**

- a. **Sick leave days and personal business days shall be granted according to the following schedule:**

<u>Sick leave days</u>	
196 work days	9.0 days
200 work days	9.0 days
204 work days	9.5 days
206 work days	9.5 days
209 work days	10.0 days
216 work days	10.5 days

Five (5) personal business days per year will be provided for all members.

- b. **Absence, without loss of salary, up to five (5) days per incident may be granted for the attendance of a funeral of a family member. Family member shall be defined as a member's father, mother, spouse, parent of spouse, sister, brother, grandparent, child or grandchild and/or the member's current step mother, step father or step child, brother-in-law or sister-in-law. One (1) day per incident may be granted for the attendance of a funeral for a current step brother, step sister,**

step grandparent or step grandchild. Bereavement days must be taken within fourteen (14) days of funeral, **unless otherwise agreed.**

8. Rescheduled Days:

Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by city, county or state health authorities will be rescheduled. Days to be made up shall increase the school calendar as full days at the conclusion of the last regular full student day.

The administrators' work year will be extended a like amount of days and they will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.

9. Mileage:

Administrators who are required to drive their private vehicle on approved school business shall be compensated at the maximum non-taxable rate per mile as published by the Internal Revenue Service and subject to all governing regulations of the Internal Revenue Service. All mileage is to be documented and submitted at the end of each semester.

10. Length of administrator's work year defined below:

- Elementary Principals (200)
- Assistant Elementary Principals (196)**
- Middle School Principal (206)
- Middle School Assistant Principal (204)
- Senior High School Assistant Principal (209)
- Senior High School Principal (216)

11. Each new administrator in the bargaining unit, employed by the Van Dyke Public Schools, in an administrative or supervisory capacity, shall be compensated at a rate not less than the first step of the salary schedule applicable to that position.

12. Administrative longevity to be commensurate **with time as an administrator within the district based on the following schedule.**

Years as an Administrator	Longevity Payment
10 years	\$500.00
15 years	\$1,000.00
20 years	\$1,500.00

13. In the event of a reduction in staff, the member with the least seniority, **by elementary or secondary**, will be laid off. The administrator so affected may **apply** to a **vacant** teaching position for which he/she is certified and highly qualified as defined by No Child Left Behind (NCLB). **If an** another administrative position **becomes available, the affected administrator will be given first consideration.** Reassignment shall not contravene the administrator's rights to his/her contractual salary for the period of his/her current contract.

14. Administrative Performance Appraisal:

The performance of all principals is **currently** evaluated on the basis of the categories listed below. **This evaluation procedure will be used until the new administrator evaluation process is finalized by the state legislature.**

- **Administrative**
 - **Organizing, planning**
 - **Time management**
 - **Work standards**
 - **Initiative, self-direction**
 - **Curriculum development**
- **Analytical**
 - **Evaluating personnel**
 - **Problem solving**
 - **Exercising good judgment**
 - **Self-appraisal**
- **Interpersonal**
 - **Supervising, directing personnel**
 - **Leadership**
 - **Relationship with school community**
 - **Working with non-teaching (or teaching personnel)**
 - **Counseling, disciplining students**
- **Communication**
 - **Speaking, writing**
 - **Setting, writing**
 - **Listening**

15. To encourage Administrative Council members to remain abreast of current developments in education, the Board of Education agrees to **pay** (100%) for expenses for professional membership.

16. In accordance with the Michigan Department of Education guidelines for **Priority and Focus Schools** through the **Elementary and Secondary Education Act (ESEA)**, all administrators will display competency in **Turnaround Strategies**. If an administrator has been working in a building for more than two years and said building is identified as a **Priority School** the administrator will be removed from the building and may be considered for another position within the district. If an administrator has been working in a building for more than two years and said building is a **Focus School** the administrator may be removed from the building and may be considered for another position within the district.

"In accordance with the provision of P.A. 162 of 1986 (MCL 380.1246), said administrator shall at all times possess a valid Michigan School Administrator Certificate issued by the State Board of Education."

Schedule C
 ADMINISTRATIVE SALARY SCHEDULE (As of July 1, 2014)

Position	1	2	3	4	5	6
Senior High School Principal	89,562	92,249	95,016	97,866	100,802	103,826
Middle School Principal	88,912	91,579	94,326	97,156	100,071	103,073
Senior High School Assistant Principal	88,263	90,911	93,638	96,447	99,340	102,320
Elementary School Principal	87,027	89,638	92,327	95,097	97,950	100,888
Middle School Assistant Principal	86,129	88,713	91,374	94,115	96,938	99,846
Elementary School Assistant Principal	84,550	87,086	89,699	92,390	95,162	98,017

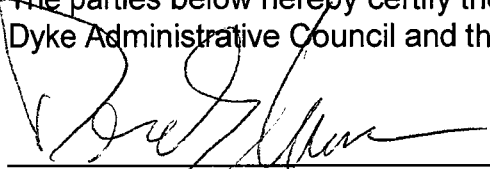
All bargaining unit members will be placed at the dollar amount closest to their current salary on the above salary schedule. All members will receive a one-time 2% lump sum payment off the salary schedule. All members will receive one (1) step increase for the 2015/2016 school year. Wage and benefit re-opener for 2016/2017.

The collective bargaining agreement that was in effect from July 1, 2009 until June 30, 2011 expired on June 30, 2011. No successor agreement was reached upon the expiration of this agreement, as such this agreement remained in effect for the 2011/2012, 2012/2013 and the 2013/2014 school year.

This agreement is effective as of July 1, 2014 and remains in full force and effect until June 30, 2017

CERTIFICATION OF AGREEMENT


The parties below hereby certify the validity of the **2014 - 2017** Master Agreement between the Van Dyke Administrative Council and the Van Dyke Board of Education.



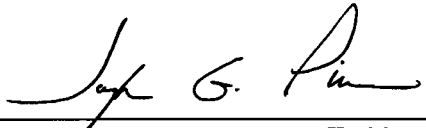
VAN DYKE ADMINISTRATIVE COUNCIL




VAN DYKE ADMINISTRATIVE COUNCIL




VAN DYKE ADMINISTRATIVE COUNCIL



JOSEPH PIUS, SUPERINTENDENT
VAN DYKE PUBLIC SCHOOLS



VAN DYKE BOARD OF EDUCATION



VAN DYKE BOARD OF EDUCATION

6/15/15
DATE

MEMORANDUM OF AGREEMENT
BETWEEN
VAN DYKE ADMINISTRATIVE COUNCIL
AND
VAN DYKE PUBLIC SCHOOLS

Van Dyke Administrative Council ("Union") and Van Dyke Public Schools ("District") hereby agree to the following regarding medical insurance.

1. During the collective bargaining process which occurred earlier in 2015 that resulted in the current agreement (July 1, 2014 to June 30, 2017) it was agreed that the health insurance carrier would change from BCBSM to Aetna and members would have three (3) plan options.
2. The district was not able to proceed with moving to Aetna, therefore, the health insurance carrier will continue to be BCBSM. Two (2) plan options will be offered effective January 1, 2016.
3. Those options are Community Blue 12 PPO plan with a \$1,000/\$2,000 deductible (the current plan) or Simply Blue PPO plan with a \$1,500/\$3,000 deductible plan.
4. This agreement shall not establish precedent with respect to any other matter between the parties.

The parties to this Memorandum of Agreement, through their authorized designated representatives, voluntarily enter into the agreement by the signatures below.

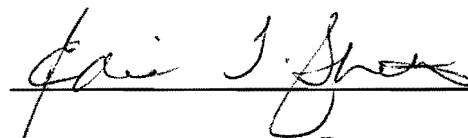
Van Dyke Administrative Council

By: 

Its: Representative Admin. Council

Date: 11-13-15

VAN DYKE PUBLIC SCHOOLS

By: 

Its: Personnel Director

Date: 11/13/15